

Exhibit B

ASSETS SALE AGREEMENT

This Sale Agreement (this "Agreement"), is made as of December 31, 2011 by and between :

First Party : Oasis International water Inc jointly owned by Paul A. Morrell and Philip Morrell and represented by Paul A. Morrell Hereinafter named in this contract as the seller

Second Party : AL- Essam united group represented by Essam Kareem Alasadi & BPC Offshore SAL represented by Salah Suraan and Hereinafter named in this contract as the Buyers

WITNESSETH:

Whereas Oasis International Inc that holds American Nationality posses a Registered Branch in Iraq and registered in the company Register- Iraqi Ministry of Trade Under registration License No.(M.SH 2850 on 22/ 2/2011) and where as As the seller owns purely Water bottling operation factory in Iraq and posses license no 21/2010 issued by the national investment commission in The republic of Iraq and whereas the seller also owns the trade mark rights named as (The Pearl) and any other similar Trade Mark Registered in the company's name in Trade registration -Iraqi Ministry of Industrial and Mineral under the No.(59128)and whereas the seller also owns purely the land ,Factory (six factories) named formerly Alnassr camp and whereas as the seller posses the approval of the prime minster according to the letter issued under the No.(M.R.N/D2/77/9870 Dated 17/11/2011

WHEREAS, Sellers desire to sell to Buyers, and Buyers desire to purchase from Sellers, all of the Acquired Equity Interests, all on the terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1- Sale, Transfer

On and subject to the terms and conditions of this Agreement: (a) Buyers agree to purchase from seller , and Seller agrees to sell, transfer, convey and deliver, 80% of sellers Assets or any other rights referred to in this contract to Al-Essam and 10% of the Assets or any other rights referred to in this contract to BPC , and 10 % of the Assets or



any other rights referred to in this contract to **Paul A. Morrell** the assets are :

A-Six Factories

B- All Of Assets equipments as specified in Schedule 1-C which is an integral part of this contract

C-Intellectual property represented by the trade marks or any similar Trade mark ,License ,Lease contracts , and any other rights granted by the Iraqi authorities' to the seller

2 Purchase Price: The purchase price of the assets subject of this contract shall be\$ 18,000,000 eighteen Million American dollars and shall be paid by Buyers to seller and as following :

(a)**US\$10 .000.000 Ten Million American Dollars** on the signature of this contract which has already been received by seller before signature on this Agreement

(b) **US\$4,000,000** four million American Dollars due on or before 1 October 2012.

(c) **US\$4,000,000** four million American dollars will be paid after transferring all the assets subject of this contract from the seller to the Buyer including the assets listed on Schedule 1-C (the "Assumed Agreements")

3. The Equipment, Inventory, Brand Assets and Assumed Agreements will be assigned by Sellers to Buyers pursuant on signature of this contract by Sellers and Buyers.

4. Amounts not paid when due shall bear interest at the rate of 1% per month.

5. Sellers are not selling to Buyers any assets other than the Acquired Assets and Sellers are retaining, among other assets:

(a) bank accounts,

(b) their agreements with the United States government and military and related rights,

(c) their accounts receivable,

(d) insurance agreements and

(e) all coin and currency. The coin and currency shall be counted as of the close of business on December 31, 2011 .

6. Administration The buyers and sellers will establish a new Iraq company or select an established Iraqi company . the rights of this contract (Assets and all other rights) will Be Transferred to the new company and the shares will be divided as following 80% of the rights of this contract to Al-Essam group, 10% of the rights of this contract to BPC and 10% of the rights of this contract to Paul Morrell, and after transferring the complete ownership to the new company ,the new company will be managed by a Board of Directors consisting of Five designees whom are :

- a- Essam Kareem Akzar Chairman
- b- Paul A. Morrell – Vice-Chairman
- c- Farhan Noor Muftan
- d- Tariq Mohammed Al-Hasan
- e- Salah Suraan

And the new Board of directors will regulate the business policy of the company established or selected

7. Brokers. With the exception of Glover Capital, Inc., Trilogy Capital Corporation and Croft & Bender, whose fees will be paid by Sellers, Sellers confirm that neither of them has been represented by or employed any broker or finder or otherwise incurred any liability for any brokerage fees, commission or finder's fees in connection with this Agreement or any of the transactions contemplated hereby. brokerage fees, commission or finder's fees in connection with this Agreement or any of the transactions contemplated hereby.

8. Employees. The employees of Sellers are listed on Schedule 1-D. As soon as reasonably possible after the Closing all of Sellers' employees will become employees of the Buyers according to the conditions issued by the new board of directors and will be considered under the Iraqi Labor Laws .

9. Status of Assets. Sellers represent and warrant that Schedule 1-A is a list (the "Asset List") of fixed assets (i.e. equipment and tangible personal property other than inventory and supplies) of Sellers prepared from their books and records as of November 30, 2011. Sellers represent and warrant Buyers, Inc. that at the Effective Time Sellers had good title therein free and clear of any security.

10. Entire Agreement, Modification. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, all previous agreements and discussions relating to the same or similar subject matter being merged herein. This Agreement may not be changed, amended, or modified, except by a writing signed by the parties.

11. Partial Invalidation. If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions contained herein.

12: This contract will be regulated according to the Iraqi laws

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Oasis International Waters, Inc.

By: 

Name: Paul A. Morrell

Title: President


Paul Morrell

Philip Morrell

[BUYER]

By: _____

Name: _____

Title: _____

Al-Essam United Group

By: 

Name: Essam Al-Ghar

Title: 3-1 2012

BPC Offshore SAL

By: _____

Name: _____

Title: _____